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5	IN THE UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON	
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7	In re:) Chapter 13 Bankruptcy
8	Rodolfo M. Masangkay	Adversary No.: 11-01207-MLB
9	Asiatica E. Masangkay	Bankruptcy Case No.: 09-13671-MLB
10	Debtors.	ANSWER TO COMPLAINT FOR DETERMINATION OF SECURED STATUS PURSUANT TO 11 U.S.C. 506
11 12	Rodolfo M. Masangkay Asiatica E. Masangkay,)))
13	Plaintiffs,)))
14	v.))
15 16	Key Bank National Association and LVNV Funding, LLC,	,))
17	Defendants.)))
18))
19))
20		
21	Defendant, LVNV Funding, LLC ("LV"	NV"), hereby answers Plaintiffs' adversary
22	complaint ("Complaint") and further raises affirmative defenses as set forth below.	
23	1.1 In response to paragraph 1.1, LV	/NV states that the allegations contained in
24	Paragraph 1.1 of the Complaint are legal conclu	usions or statements of relief sought and no
25	answer is required of this answering defendant.	To the extent an answer is deemed to be
26	required, Defendant denies the allegations contained in paragraph 1.1 of the Complaint.	
27 28	ANSWER TO COMPLAINT FOR DETERMINATION OF SECURED STATUS PURSUANT TO 11 U.S.C.506 Page - 1	Houser & Allison, APC 9970 Research Drive Irvine, CA92618 PH: (949) 679-1111- FAX: (949) 679-1112

- In response to paragraph 1.2, LVNV states that the allegations contained in Paragraph 1.2of the Complaint are legal conclusions or statements of relief sought and no answer is required of this answering defendant. To the extent an answer is deemed to be required, Defendant denies the allegations contained in paragraph 1.2 of the Complaint.
- In response to paragraph 2.1, LVNV states that the allegations contained in Paragraph 2.1 of the Complaint are legal conclusions or statements of relief sought and no answer is required of this answering defendant. To the extent an answer is deemed to be required, Defendant denies the allegations contained in paragraph 2.1 of the Complaint.
 - In response to paragraph 3.1, LVNV admits the statements contained therein.
- In response to paragraph 3.2, LVNV states that the allegations contained in Paragraph 3.2 of the Complaint are legal conclusions or statements of relief sought and no answer is required of this answering defendant. To the extent an answer is deemed to be required, Defendant admits it is a Delaware corporation and denies the remaining allegations contained in paragraph 3.2 of the Complaint.
- In response to paragraph 4.1, LVNV admits that it holds a third deed of trust on the residence located at 409 Maple Ave. NW, Renton, WA 98055 and denies that Key Bank holds any interest in the third deed of trust.
 - In response to paragraph 4.2, LVNV admits the statements contained therein.
 - In response to paragraph 4.3, LVNV admits the statements contained therein.
- In response to paragraph 4.4, LVNV admits that it owns the third deed of trust for the residence located at 409 Maple Ave. NW, Renton, WA 98055 and denies any remaining
- In response to paragraph 4.5, LVNV states that the Order of the Court dated January 6, 2011 speaks for itself. LVNV denies any remaining allegations contained in paragraph 4.5 of the Complaint.

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1	<u>AFFIRMATIVE DEFENSES</u>	
2	FIRST AFFIRMATIVE DEFENSE	
3	(Failure to State a Claim upon Which Relief Can Be Granted)	
4	The Complaint and claims therein fail to state a claim for relief against Defendant.	
5	SECOND AFFIRMATIVE DEFENSE	
6	(Defendant's Claim Was Improperly Disallowed)	
7	Defendant did not receive Plaintiffs' objection to its claim number 9 and Defendant has	
8	a meritorious defense because the third deed of trust remains unpaid.	
9	THIRD AFFIRMATIVE DEFENSE	
10	(Plaintiffs' Objection to Claim Was Improper)	
11	Plaintiffs' objection to Defendant's claim number 9 was in violation of Local	
12	Bankruptcy Rule 3007-1 (b)(1) and Federal Bankruptcy Rule 3007(c) and Defendant's claim	
13	was disallowed upon improper grounds.	
14	FOURTH AFFIRMATIVE DEFENSE	
15	(Privilege and/or Lawful Action)	
16	As a creditor/mortgagee, Defendant's conduct was and is subject to privilege and/or	
17	pursuant to the terms and conditions of the Note, Deed of Trust, and any agreements incident	
18	thereto. Any injury or recovery sought by Plaintiffs herein, if any, was the result of a lawful	
19	effort of Defendant to exercise its contractual and legal rights.	
20	FIFTH AFFIRMATIVE DEFENSE	
21	(Agency)	
22	Defendant is not liable for any acts, statements or omissions by persons or entities who	
23	were not so authorized to act on behalf of Defendant, and/or by anyone who exceeded the	
24	scope of their authority by any such acts, statements or omissions.	
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27	ANSWER TO COMPLAINT FOR DETERMINATION OF SECURED STATUS Houser & Allison, APC 9970 Research Drive	

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1 SIXTH AFFIRMATIVE DEFENSE 2 (Unstated Additional Defenses) 3 As to the allegations of the Complaint, and each and every cause of action therein, LVNV presently has insufficient knowledge and information on which to form a belief as to 4 5 whether additional, as yet unstated, affirmative defenses may exist. LVNV therefore reserves the right to assert additional affirmative defenses in the event that discovery indicates that such 6 7 defenses would or will be appropriate. 8 SEVENTH AFFIRMATIVE DEFENSE 9 (Waiver, Estoppel or Laches) 10 Plaintiffs' claims are barred by one or more of the doctrines of waiver, estoppel and/or 11 laches. 12 WHEREFORE, LVNV prays for judgment as follows: 13 That Plaintiffs take nothing by way of their Adversary Complaint; 2. That LVNV be dismissed with prejudice; 14 3. For attorneys fees and costs of suit incurred herein; and 15 4. For such other and further relief as this Court may deem just and proper. 16 17 DATED this 28th day of April, 2011 18 HOUSER & ALLISON, 19 A Professional Corporation 20 By: /s/ ROBERT W. NORMAN, JR 21 ROBERT W. NORMAN, JR., WSBA# 37094 Attorneys for LVNV Funding, LLC 22 23 24 25 26 27 Houser & Allison, APC ANSWER TO COMPLAINT FOR

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